



**Health Services**  
LOS ANGELES COUNTY

April 20, 2006

**Los Angeles County  
Board of Supervisors**

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Acting Senior Medical Officer

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The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**REQUEST FOR APPROVAL TO AMEND AGREEMENTS  
WITH VARIOUS SERVICE PROVIDERS FOR  
FACILITY SUPPORT SERVICES**  
(2nd, 4th and 5th Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Acting Director of Health Services, or his designee, to execute Amendment No. 1 to Agreement No. H-700743 with Cardiovascular Plus, Inc., substantially similar to Exhibit I, to extend the term effective July 1, 2006 through June 30, 2007, for the continued provision of blood recovery services at Martin Luther King, Jr./Drew Medical Center (King/Drew) for a maximum obligation of \$40,000, and add services at Olive View-UCLA (Olive View) Medical Center for a maximum obligation of \$15,000.
2. Authorize the Acting Director of Health Services, or his designee, to execute Amendment No. 1 to Agreement No. H-700935 with Chart One, Inc., substantially similar to Exhibit II, to extend the term effective July 1, 2006 through June 30, 2007, for the continued provision of medical records photocopy and release of information services at Rancho Los Amigos National Rehabilitation Center (Rancho) for a maximum obligation of \$28,000.
3. Authorize the Acting Director of Health Services, or his designee, to execute Amendment No. 1 to Agreement No. H-700846 with National Radiologic Physics, substantially similar to Exhibit III, to extend the term effective July 1, 2006 through June 30, 2007, for the continued provision of radiation detection and calibration services for radiology equipment located at Olive View for a maximum obligation of \$12,405.
4. Authorize the Acting Director of Health Services, or his designee, to execute Amendment No. 1 to Agreement No. H-700847 with J. A. Neurodiagnostics Medical Services, Inc., substantially similar to Exhibit IV, to extend the term effective July 1, 2006 through June 30, 2007, for the continued provision of intra-operative surgical monitoring and clinical testing services at King/Drew for a maximum obligation of \$32,820.

5. Delegate authority to the Acting Director of Health Services, or his designee, to amend any of the above Agreements and increase the annual maximum obligation by no more than \$25,000 per Agreement to add additional services or to add other Department of Health Services (DHS) facilities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

Board approval of these actions will enable DHS to extend the term of these Agreements that are slated to expire on June 30, 2006, for the continued provision of patient care and facility support services. These services are required to comply with licensing and accrediting agencies, such as, Joint Commission on Accreditation of Healthcare Organizations, Safety Medical Device Act regulated by the Food and Drug Administration, and State Department of Health Services.

During the term of these Agreements, it may become necessary to provide these services at other DHS sites. Approval of this action will enable DHS to expedite the provision of these services at other facilities, if necessary.

Implementation Of Strategic Plan Goals

The proposed recommendation supports the Department's Strategic Plan proposal for flexibility involving administration of contracts and is consistent with the requirements of the Chief Administrative Office.

FISCAL IMPACT/FINANCING:

The total cost for the continuation of services under these Agreements from July 1, 2006 through June 30, 2007 is \$128,225. Funding is included in the Fiscal Year (FY) 2006-07 Proposed Budget and will be requested in future fiscal years. As necessary, any increase implemented under delegated authority will be funded within existing resources.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

On June 29, 2004, the Board delegated authority to the Director of Health Services to execute, upon review and approval of County Counsel, 21 new form agreements with various services providers who were formerly providing services through the purchase order process, including the following:

Cardiovascular Plus, Inc.

The Agreement with Cardiovascular Plus, Inc. provides blood recovery services to patients on a scheduled or emergency basis at King/Drew and Olive View. The service includes the provision of cell saver equipment and technicians trained in the operation of cell saver equipment for the processing and collection of autologous blood. Blood lost by a patient undergoing a scheduled or emergency surgical procedure is recovered, processed and reinfused into the patient.

Chart One, Inc.

The Agreement with Chart One, Inc. provides medical record photocopying and release of extracted medical information at Rancho, when requested by the California Department of Rehabilitation, Workers' Compensation, Social Security Administration, attorneys, law enforcement agencies, physicians, continuing care facilities, and patients. Due to staff shortages at Rancho, the service is necessary to ensure compliance with the ten-day mandate for responding and fulfilling such requests.

National Radiologic Physics

The Agreement with National Radiologic Physics provides radiation detection and calibration services for radiology equipment at Olive View. A licensed physicist conducts physics evaluation inspections, radiographic tube evaluation and radiation safety analysis for compliance with mandated state and federal regulations. Service reports on the equipment are generated by the Contractor who also provides survey readings and certification of the equipment to meet all licensing, accrediting and regulatory agencies requirements.

J. A. Neurodiagnostics Medical Services, Inc.

The Agreement with J. A. Neurodiagnostics Medical Services, Inc. provides surgical intra-operative monitoring and clinical testing services to patients undergoing surgical procedures. Trained technicians monitor visual, brainstem auditory and somatosensory evoke responses during the course of the surgical procedure.

The Amendments include the most recent Board-mandated provisions, including the "Contractor Responsibility and Debarment" and "Contractor's Charitable Activities Compliance" paragraphs.

The Department has determined that these are not Proposition A agreements because the services are provided on a part-time or intermittent basis, and therefore, provisions of the County's Living Wage Program do not apply.

The administration of each facility covered under the service agreements will monitor the contractor's performance and assure compliance with the terms and conditions of such agreements.

Attachment A provides further information.

County Counsel has approved the amendments as to form.

CONTRACTING PROCESS:

Each Agreement provides a highly specialized critical service, formerly obtained by DHS through the purchase order process. However, prior to the expiration of these Agreements,

The Honorable Board of Supervisors  
April 20, 2007  
Page 4

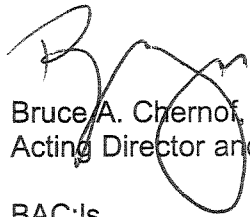
DHS will evaluate the need for these services at the facilities and, if necessary, conduct a solicitation process.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The approval of this action will allow the DHS to continue mission critical medical and facility support services without interruption.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Acting Director and Chief Medical Officer

BAC:ls  
EQUIPMT\_CARDIO\_CHARTONE.ls.wpd

Attachments (6)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

ATTACHMENT A

AMENDMENTS TO VARIOUS EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS

July 1, 2006 through June 30, 2007

Contractor	Address	Services Description	Facilities	Maximum Obligation
Cardiovascular Plus, Inc.	18700 Newman Avenue Riverside, CA 92508 (909) 789-4356	Autotransfusion/Blood Recovery (Services and Supplies)	MLK/D OV/UCLA	\$40,000 \$15,000
Chart One	228 Airport Parkway, Suite 200 San Jose, CA 95110 (800) 733-2679	Photocopying Services (Patient and Legal Records)	RANCHO	\$28,000
J.A. Neurodiagnostics	468 West 4th Street, Suite 308 San Pedro, CA 90731 (310) 890-3787	Surgical Patient Monitoring (As-Needed Basis)	MLK/D	\$32,820
National Radiologic Physics	2500 E. Foothill Blvd., Suite 208 Pasadena, CA 91107 (818) 364-4013	Compliance Evaluation of Radiology Equipment - Consultant Services	OV/UCLA	\$12,405
Annual Maximum Obligation				\$128,225
Grand Total - July 1, 2006 through June 30, 2007				<u>\$128,225</u>

## AMENDMENT NO. 1

1. This Amendment shall become effective July 1, 2006.

2. Exhibit A, "Statement of Work", shall now be replaced by Exhibit A-1 and Schedule A shall now be replaced by Schedule A-1, attached hereto and incorporated herein by reference.

3. Agreement Paragraph 1, TERM, shall be replaced as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2004 and shall continue in full force and effect to and including June 30, 2007, unless sooner canceled or terminated as provided herein."

4. Agreement Paragraph 4, BILLING AND PAYMENT, shall be revised to read as follows:

"4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph in Exhibit A-1 and at the rates set forth in Schedule A-1.

B. Contractor shall bill Martin Luther King, Jr./Drew Medical Center (KING/DREW), c/o Rancho Los Amigos National Rehabilitation Center, General Accounting, 7601 E. Imperial Highway Building 700, Room 93, Downey, CA 90242, and Olive-View/UCLA Medical Center (OLIVE VIEW), c/o Invoice Processing, 14445 Olive View Drive, Sylmar, California, 91342,

hereunder according to the terms set forth in the BILLING AND PAYMENT paragraph of Exhibit A-1."

4. Agreement Paragraph 5, MAXIMUM OBLIGATION, shall be revised to read as follows:

"5. MAXIMUM OBLIGATION:

A. The annual maximum obligation of County for all services provided hereunder shall not exceed Forty Thousand Dollars (\$40,000), for the period of July 1, 2004 through June 30, 2005."

B. The annual maximum obligation of County for all services provided hereunder shall not exceed Forty Thousand Dollars (\$40,000), for the period of July 1, 2005 through June 30, 2006.

C. The maximum obligation of County for services provided at KING/DREW hereunder shall not exceed Forty Thousand Dollars (\$40,000), for the period of July 1, 2006 through June 30, 2007.

D. The maximum obligation of County for services provided at OLIVE VIEW hereunder shall not exceed Fifteen Thousand Dollars (\$15,000), for the period of July 1, 2006 through June 30, 2007.

E. During the term of this Agreement the

Director may amend this Agreement and increase the maximum obligation in the event that additional blood recovery services are needed at other Department of Health Services (DHS) facilities."

5. Paragraph 19, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, of the Agreement Standard Provisions, shall be revised to read as follows:

"19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and

shall be subject to setoff, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited

to, any right to terminate this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

6. Paragraph 41, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Agreement Standard Provisions, shall be replaced in its entirety as follows:

"41. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible

contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern

or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of

Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following:

- (1) elimination of the grounds for which the debarment was imposed;
- (2) a bona fide change in ownership or management;
- (3) material evidence discovered after debarment was imposed; or
- (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the

right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors."

7. Paragraph 47, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, shall be added to the Standard Provisions as follows:

"47. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit B, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Acting Director and Chief Medical Officer

CARDIOVASCULAR PLUS, INC  
Contractor

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

CARDIOVASCULAR PLUS, INC.

EXHIBIT A-1

STATEMENT OF WORK

BLOOD RECOVERY SERVICES AGREEMENT

July 1, 2006 through June 30, 2007

1. SCOPE OF WORK: Contractor shall provide blood recovery services as described in this Exhibit A-1.

2. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of services described hereunder. Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.), excluding County holidays, to act as a central point of contact with County personnel.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement,

Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), salary history, and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor service personnel shall be appropriately licensed, certified, credentialed, or trained to perform the Blood Recovery Services hereunder.

E. Contractor shall assume the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

3. COUNTY PERSONNEL: County personnel (surgeons, medical staff) will be made available to Contractor at the discretion of County to provide the necessary assistance in the provision of the services. In any event, County further will provide Contractor with an appropriate contact person at the Facility(s) to be served under this Agreement.

4. COUNTY FURNISHED PROPERTY AND SERVICES: At the Director's sole discretion, County may assign space, chairs and desks, on a non-exclusive basis, for work area and related used by Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for the purposes other than the performance of this Agreement.

At the Director's sole discretion, County may provide access to telephones, fax machines, typewriters, and photocopying Equipment, on a non-exclusive basis, for the purpose of Contractor's performance of this Agreement. Contractor is prohibited from use of such Equipment for the purposes other than for the performance of this Agreement.

5. SERVICES TO BE PROVIDED BY CONTRACTOR:

A. Contractor shall provide auto transfusion services and trained technicians in the cell saver set-up and equipment operation available to the Medical Facility twenty-four (24) hours per day, seven (7) days per week, at the fee(s) set forth in Schedule A-1. Services shall include, but are not limited to:

- (1) Surgical Intra-operative and post operative blood salvage
- (2) Autologous platelet gel recovery
- (3) Cellwashing and retransfusion

B. Specific Tasks

Surgical Intra-operative and post-operative blood Salvage:

(1) Contractor shall provide Facility(s) with all blood recovery services and trained technicians in the cell saver equipment operation within one (1) hour of notification by Facility(s).

(2) Contractor's staff shall communicate with the physician in charge of the procedure. The Facility and the physician in charge shall have the right to approve the Contractor's staff used by the Facility(s) and retains the right to request an alternate technician.

(3) For continuity of services, Contractor shall use its best efforts to assign recurring staff, and shall be entitled to substitute other staff as needed, during peak caseload periods or as a result of illness, vacation, or vacancies.

6. EXCLUSIONS: Contractor has no obligation to Facility, patient(s), or physician for rescheduling due to unforeseen equipment failure, acts of God, fires, floods, war, acts of sabotage, riots, accidents, or other events beyond the control of the Contractor.

7. BILLING AND PAYMENT:

A. Billing:

(1) Billings to County shall be submitted in arrears in accordance with the rate schedule for blood recovery services set forth in Schedule A-1.

(2) All billings hereunder shall be by Facility, shall be in duplicate, and shall be forwarded to the appropriate Facility and address as specified in the Agreement Paragraph 4, BILLING AND PAYMENT.

(3) All billings hereunder shall clearly reflect and provide reasonable details of the services for which claim is made, a description of services performed, the date(s) of such services, and shall include a copy of the service report(s).

(4) All billings rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement and shall include the County contract number.

B. Payment:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days in arrears upon receipt of Contractor's billing(s). County shall pay for all services which County considers complete and correct.

Payment for incorrect billings shall be included when resolved in the next payment cycle.

(2) Director shall evaluate all services and tasks performed by Contractor. If, in the Director's sole discretion, a service or task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for deficient work performed under this Agreement.

8. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Contractor Personnel Qualifications: Contractor shall screen all personnel prior to assigning such personnel to provide services at the Facility to assure that all such persons have the qualifications and training necessary to

perform the services contemplated under this Agreement. All such personnel providing services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

C. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, each Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

D. Physical Examination: Contractor shall ensure that each person who performs services at a Facility site

under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual basis or biannual basis, as required by each Facility based on such person's work location. Upon request by Director or his designee, Contractor shall provide County, with evidence that each such person is free of infectious and/or contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place at each Facility. Such evidence shall include documentation that the person:

- (1) received a physical examination, including a chest X-ray or tuberculin skin test, and

- (2) is immune to measles (Rubeola and Rubella) and Hepatitis B through vaccination or anti-body titer test demonstrating such immunity.

In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

SCHEDULE A-1

CARDIOVASCULAR PLUS, INC.

BLOOD RECOVERY SERVICES

RATE SCHEDULE

July 1, 2006 through June 30, 2007

Cellsaver Set-up Service	\$195.00
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Cellsaver Specialist per hour	\$ 48.00
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Emergency Response	\$150.00
(Guaranteed response time within one hour of notification)	

Cellsaver custom Kit	\$250.00
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Includes:

- 1 Anti-Coagulation dual lumen suction
- 1 Three Liter - 30 u filter with pressure relief valve
- 1 High speed - high volume processing bowl 225c with tubing



attached hereto and incorporated herein by reference.

3. Agreement Paragraph 1, TERM, shall be replaced as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2004 and shall continue in full force and effect to and including June 30, 2007, unless sooner canceled or terminated as provided herein."

4. Agreement Paragraph 4, BILLING AND PAYMENT, shall be revised to read as follows:

"4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the terms set forth in the BILLING AND PAYMENT Paragraph of Exhibit A-1 and at the rates set forth in Schedule A-1.

B. Contractor shall bill Rancho Los Amigos National Rehabilitation Center (RANCHO), Finance Department, Attention: Chief Financial Officer, SSA Building - Room 2208, 7601 E. Imperial Highway, Downey, California 90242, hereunder according to the terms set forth in the BILLING AND PAYMENT paragraph of said Exhibit."

4. Agreement Paragraph 5, MAXIMUM OBLIGATION, shall be revised to read as follows:

"5. MAXIMUM OBLIGATION:

A. The annual maximum obligation of County for all services provided hereunder shall not exceed Twenty Eight Thousand Dollars (\$28,000) for the period of July 1, 2004 through June 30, 2005.

B. The annual maximum obligation of County for all services provided hereunder shall not exceed Twenty Eight Thousand Dollars (\$28,000) for the period of July 1, 2005 through June 30, 2006.

C. The maximum obligation of County for all services provided hereunder shall not exceed Twenty Eight Thousand Dollars (\$28,000) for the period of July 1, 2006 through June 30, 2007.

D. During the term of this Agreement the Director may amend this Agreement and increase the maximum obligation in the event that additional photocopy and release of information services are needed at other Department of Health Services (DHS) facilities."

5. Paragraph 19, PROHIBITION AGAINST ASSIGNMENT AND DELEGATION, of the Agreement Standard Provisions, shall be revised

to read as follows:

"19. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to setoff, recoupment or other reduction of claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein.

However, in the event any such sale, exchange, assignment, divestment or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability and financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger,

buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

6. Paragraph 41, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the Standard Provisions shall be replaced in its entirety as follows:

"41. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor

from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the

scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may,

after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of

debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any subcontractors of County Contractors."

7. Paragraph 47, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, shall be added to the Standard Provisions as follows:

"47. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit B, the County seeks to ensure that

all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Acting Director and Chief Medical Officer

CHART ONE, INC.  
Contractor

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

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CHART ONE, INC.

EXHIBIT A-1

STATEMENT OF WORK

PHOTOCOPY AND RELEASE OF INFORMATION SERVICES

1. SCOPE OF WORK: Contractor shall provide photocopy and release of information services at Rancho Los Amigos National Rehabilitation Center (hereafter "Facility").
2. COUNTY PERSONNEL: County personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County further will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement. County staff will be available to perform clerical services related to medical records correspondence, including:
  - (1) Receiving and processing all incoming requests for medical records and tasks to fulfill radiology related requests.
  - (2) Reviewing and screening retrieved medical records to identify contents that are responsive to a particular request and to comply with applicable disclosure limitations or regulations;
  - (3) Retrieving or re-filing requested medical records from storage and placing them in a designated area for Contractor personnel to retrieve and copy.

3. COUNTY FURNISHED PROPERTY AND SERVICES: At the Director's sole discretion, County may assign space, chairs, and desks, on a non-exclusive basis, for work area and related used by Contractor. In the event the Director assigns space to the Contractor, Contractor shall use the space only for the purpose of the performance of services hereunder. Contractor is prohibited from use of such space, desks, and chairs for the purposes other than the performance of this Agreement.

At the Director's sole discretion, County may provide access to telephones, fax machines, typewriters, and supplies on a non-exclusive basis, for the purpose of Contractor's performance of this Agreement. Contractor is prohibited from use of such equipment for the purposes other than for the performance of this Agreement.

4. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of services described hereunder. Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.), excluding County holidays, to act as a central point of contact with County personnel.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff), their titles, professional degrees (if any), salary history, and experience in providing services hereunder.

Contractor shall assign a sufficient number of personnel and have the necessary resources available (supervision, labor, materials, etc.) to perform photocopying and release of information. Such personnel shall be screened prior to assigning to provide services at the Facility to assure that all such persons have the qualifications and knowledge necessary to perform the services under this Agreement. The personnel assigned must be properly trained in the provision of the services, specifically, with the terms and conditions set forth the COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 Paragraph of the Agreement.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do

otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

5. SERVICES TO BE PERFORMED BY CONTRACTOR: Contractor's services shall include, but not be limited to, the following:

A. Photocopy and Release of Information: Assign personnel on site to process release of information authorizations and requests, photocopy appropriate part of medical chart, and submit invoices to requestor, and log requests using Contractor's system.

B. Service Level (Copy Only): Contractor shall fulfill all requests in five business days or less from the time the completed request was received. In calculating the time to fulfill a request, Contractor shall only include completed requests. "Completed requests" are defined as requests that are ready for processing, i.e., requests that are complete and accurate, and include all relevant pages and other material necessary to fulfill the request, and are paid in full by third parties, (for those requests where Contractor requires prepayment of the fees from third party requestors prior to release of the request).

Facility shall only provide completed requests to Contractor. For the purpose of tracking start dates of the fulfillment of each request, Contractor and Facility agree that the start dates for each request will be based on the entry dates captured in the Contractor's tracking system.

Contractor shall log date that each completed request is received. Completed requests received after 4:00 p.m. shall be considered received as of the next business day.

C. Materials and Equipment: Contractor shall provide the following equipment for Contractor's use in performing the services set forth herein, at no additional cost to County:

- (1) Copy Machine and Toner
- (2) One Printer
- (3) One Computer Workstation

All Contractor equipment shall be supplied with 3-wire Hospital Grade Plug, and approved by Universal Laboratories and Facility's Bio-Medical Department, prior to use.

County shall provide envelopes and paper, at no additional cost to Contractor.

6. BILLING AND PAYMENT:

A. Billing:

(1) Billings to County shall be submitted in arrears in accordance with the requestor type, billing terms, and the billable rates set forth in Schedule A-1 of this Exhibit A-1.

(2) All billings hereunder shall be by Facility, shall be in duplicate, and shall be forwarded to the appropriate Facility and address as specified in the Agreement, Paragraph 4, BILLING AND PAYMENT.

(3) All billings hereunder shall clearly reflect and provide reasonable details of the services for which claim is made, a description of services performed, the date(s) of such services, and shall include a copy of the service report(s).

(4) All billings rendered by Contractor shall be in the name of Contractor as said name appears on the first page of this Agreement and shall include the County contract number.

(5) Contractor shall be responsible for collecting fees from third party requestors (billable types) in accordance with Contractor's policies and procedures, including prepayment before release of medical records.

B. Payment:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of same, County shall reimburse Contractor within thirty (30) calendar days in arrears upon receipt of Contractor's billing(s). County shall pay for all services which County considers complete and correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(2) County shall compensate Contractor monthly in arrears in accordance with the billing terms and rates set forth in Schedule A-1.

(3) Director shall evaluate all services and tasks performed by Contractor. If, in the Director's sole discretion, a service or task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for deficient work performed under this Agreement.

7. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Recruitment: Contractor shall screen all personnel prior to assigning such personnel to provide services at the Facility to assure that all such persons

deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for deficient work performed under this Agreement.

8. GENERAL CONTRACTOR REQUIREMENTS:

A. Business License: Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Contractor Personnel Qualifications: Contractor shall screen all personnel prior to assigning such personnel to provide services at the Facility to assure that all such persons have the qualifications and training necessary to perform the services contemplated under this Agreement. All such personnel providing services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certificates shall be made available to County upon request for purposes of inspection and audit.

C. Infection Control: If any of Contractor's

personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County employee or patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to Facility's Infection Control Department within twenty-four (24) hours of becoming aware of the diagnosis.

If a County employee or patient is diagnosed with having an infectious disease, and such County employee or patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, each Facility shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

D. Physical Examination: Contractor shall ensure that each person who performs services at a Facility site under this Agreement is examined by a licensed physician, or other licensed medical practitioner authorized to perform such physical examinations, on an annual basis or biannual basis, as required by each Facility based on such person's work location. Upon request by Director or his designee, Contractor shall provide County, with evidence that each such person is free of infectious and/or

contagious disease(s) which would interfere with the person's ability to perform the services hereunder or which could be transmitted in the work place at each Facility.

Such evidence shall include documentation that the person:

- (1) received a physical examination, including a chest X-ray or tuberculin skin test, and

- (2) is immune to measles (Rubeola and Rubella) and Hepatitis B through vaccination or anti-body titer test demonstrating such immunity.

In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

Schedule A-1

Martin Luther King, Jr./Drew Medical Center

J.A. NEURODIAGNOSTICS MEDICAL SERVICES, INC.

Surgical Intra-operative Monitoring & Clinical Testing Services  
Fee Schedule

July 1, 2006 through June 30, 2007

<u>INTRA-OPERATIVE MONITORING AND CLINICAL TESTING</u>	<u>FEE (\$)</u>
EEGS for Brain Death Determination	100.00
Clinical EEGs	75.00
EEGs for Neonates	100.00
EEGs for Patient in Isolation	100.00
Visual Evoked Potential	100.00
Brainstem Auditory Evoked Response	100.00
Baer Latency and Intensities Series	170.00
Somatosensory Evoked Potentials	150.00
Upper lower extremities charge separately each	
Nerve Conduction Velocities Motor	60.00
Each Additional Nerve	20.00
EEG intra-operative Monitoring (hourly rate)	140.00
Plus Baselines (flat rate)	140.00
Stand by Charge (hourly rate)	50.00
<u>INTRA-OPERATIVE MONITORING</u>	<u>FEE (\$)</u>
SSEP Intra-operative Monitoring	140.00
Plus Baselines (flat rate)	140.00
SSEP Intra-operative Monitoring with EMG and Pedicles Screws Stimulation (hourly rate)	160.00
Plus Baselines	160.00
EEG Intra-operative Monitoring Clipping Aneurysm or Carotid Endarterectomy with or without Burst Suppression (hourly rate)	140.00
Plus Baselines	140.00

SSEP Intra-operative Monitoring with EMG for Spinal Tumor and Nerve Stimulation	160.00
Plus Baselines (hourly rate)	160.00

Brainstem Auditory Evoke Responses With Monitoring of Cranial Nerves (including facial nerve monitoring) (hourly rate)	160.00
Plus Baselines (flat rate)	160.00

Electocorticogram/Cortical Mapping	160.00
Plus Baselines	160.00

Plus Cost of Grid For Cortical mapping or Hospital can provide with Grid	
Stand By Charge	70.00

Cancellation Fee (if less than 12 hr) on Weekends	300.00
And Weekdays	250.00

Stat charge applied after 3pm, on holidays and weekends and will be a Fifty-Dollar (\$50.00) per hour charge added to the hourly rate.

Baselines include transportation of equipment, set up of equipment, set up of recording and stimulation electrodes, and 1st readings. Minimum charge is 4 hrs.